

 WASHINGTON STATE DEPARTMENT OF LICENSING	DATA LICENSING CONTRACT DRIVER AND PLATE SEARCH (DAPS) and INTERNET HOSTING PUBLISHING SERVICE (IHPS) EVERETT MUNICIPAL COURT		DOL Contract No.: K5881 DOL Account No.: DAPS: 911154 IHPS: 141 <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal
Contract			
Contract start date Upon execution	Contract end date April 30, 2022	Contract amount Non-financial	
Purpose (brief description) This License Agreement ("Contract") establishes the requirements and authorization for the Licensee to receive access to DOL Data through its Driver and Plate Search (DAPS) and/or Internet Hosting Publishing Services (IHPS) systems. This Contract cancels and supersedes DOL Contract number(s) K4410 and K5470 and any other agreements for the same services.			
Licensee			
Licensee name Everett Municipal Court	Address 3028 Wetmore Avenue Everett, WA 98201		
Contract manager Katie Traenkenschuh	(Area code) Telephone 425-257-7052	Email kttraenkenschuh@everettwa.gov	
Contact #2 n/a	(Area code) Telephone	Email	
Department of Licensing (DOL)			
Department administration Data Licensing Unit	Division Program and Services Division		
Contract manager Kristie Pettibone	Contact address PO Box 2076 Olympia, WA 98507-2076		
(Area code) Telephone (360) 902-3708	Email dapscomm@dol.wa.gov		
Attachments			
This Contract consists of the following attachment(s) and document(s): Data Licensing Statement #1 – Access to DAPS Data Licensing Statement #2 – Access to IHPS Attachment A, Data Security Requirements Attachment B, Appropriate Use Declaration (425-008) The following documents are available online at http://www.dol.wa.gov/vehicleregistration/externaldaps.html : Agency Access Request form (425-009) Employee Access/Change Request form (425-011)			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding, all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The intent of the parties is that the effective date of this Contract shall be upon execution by both parties. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract.			
Licensee Signature 	Date 2/16/17	DOL Signature  Date 3/1/2017	
PRINT Licensee Name Ray Stephanson	Name Tamara L. Dohrman		
Print Title Mayor, City of Everett	Print Title Assistant Director Administrative Services Division		
E-Mail	E-Mail TDohrman@dol.wa.gov		
Phone	Phone 360-902-4044		

TERMS AND CONDITIONS

Upon execution, this Contract is entered into by and between the Washington State, Department of Licensing (hereinafter called "DOL"), and the Licensee listed on the previous page (hereinafter called "Licensee"). In consideration of the terms and conditions contained herein, the parties agree as follows:

1. PURPOSE

The purpose of this Contract is to set out the terms and conditions under which DOL will provide to the Licensee access to the following systems:

- ☒ Driver and Plate Search (DAPS)
- ☒ Internet Host Publishing Service (IHPS)

2. AUTHORITY

Licensee will comply with all statutory and administrative rules regulating the confidentiality of Data obtained from DOL, including, but not limited to:

- For DAPS: RCW 39.34, 42.56, 46.12, and 46.52; WAC 308-10; and Federal Driver Privacy Protection Act (DPPA) 18 U.S.C. §2721 through §2725 or other applicable law as currently written or hereafter amended.
- For IHPS: RCW 46.61.513, 46.52.130, and 46.52.120; and Federal Driver Privacy Protection Act (DPPA) 18 U.S.C. §2721 through §2725 or other applicable law as currently written or hereafter amended.

3. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

- a) **"Abstract Driver Record" or "ADR"** means the information contained in the official abstract of driving record maintained by DOL. The Record includes Personal Information, accidents, violations, Failure to Appear (FTAs), and driving privilege statuses.
- b) **"Confidential Information"** means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 Revised Code of Washington (RCW) or other state or federal statutes and data defined as more sensitive than "public" and requires security protection. Confidential Information includes, but is not limited to, Personal Information; agency security data; banking profiles; and individually identifiable health information and protected health information as set forth in 45 CFR § 164.501 as currently enacted and subsequently amended or revised.
- c) **"Contract"** shall mean these terms and conditions, Data Licensing Statement(s), and any amendments, or attachments properly executed.
- d) **"DAPS"** means the Driver and Plate Search application. DAPS is an application in a browser environment and is available for search queries on driver identity and vehicle ownership information only.
- e) **"Data"** means information contained in the vehicle and driver Records provided to Contractor under this Contract via DAPS and/or IHPS.
- f) **"Data Security"** means protecting and securing information from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction. This applies regardless of the form the Data may take (electronic, physical, etc.).
- g) **"Data Security Requirements"** means the minimum requirements, as outlined in Attachment A, *Data Security Requirements*, which the Licensee must comply with to ensure DOL Data is secure.
- h) **"Data Security Breach" or "Breach"** means unauthorized acquisition of computerized Data that compromises the security, confidentiality, or integrity of Personal Information as defined in RCW 19.255.010 and RCW 42.56.590.
- i) **"DOL"** means the Washington State Department of Licensing.
- j) **"IHPS"** means the Internet Host Publishing Service application also known as the Internet Query System. IHPS is an application in a browser environment and is available to obtain DOL ADR Data.
- k) **"Licensee"** means the primary agency, firm, provider, organization, individual, agent and/or other entity accessing the DAPS and/or IHPS data systems under this Contract.

- l) "Permissible Use" means only those uses authorized in this Contract.
- m) "Personal Information" means information identifiable to any person, including, but not limited to information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (except 5-digit zip code), telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56.360, 42.56 RCW, or other state and federal statutes.
- n) "RCW" means the Revised Code of Washington. All references in this document to RCW chapters or sections shall include any successors, amended, or replacement statutes.
- o) "Record" or "Records" means the compilation of Data associated with driver, identicard, vehicles, motor vehicles and/or vessels as defined in applicable Washington State law (such as RCWs 42.56.130, 46.04.670, 46.04.320 and 88.02.310).
- p) "SecureAccess Washington" or "SAW" is a single sign-on application gateway managed by Washington State's Washington Technology Solutions (WaTech) and allows Internet access to multiple online government services with the use of a unique single self-generated User-ID and password.
- q) "User" means an employee(s) or agent(s) or authorized entity of the Licensee who is authorized to perform on behalf of the Licensee and who will access the DAPS and/or IHPS application.
- r) "WAC" means the Washington Administrative Code. All references in this document to WAC chapters or sections shall include any successor, amended, or replacement statutes.

4. DATA LICENSING STATEMENTS

The attached Data Licensing Statement(s) outline the respective roles and responsibilities of the parties. As needed, *Data Licensing Statements* will be issued by amendment against this Contract. Each *Data Licensing Statement* will be numbered and will identify the specific DOL Data required, the uses allowed for that Data and other details as deemed appropriate.

5. PERIOD OF PERFORMANCE

This Contract may be extended for periods of up to five (5) years in duration and shall be affected by written Contract amendment prior to expiration. Prior to an extension or renewal being issued, the Licensee must submit a new *Agency Access Request* form (425-009).

6. CONTRACT MANAGEMENT

The Contract manager for each of the parties as listed on page one (1) shall be responsible for and shall be the contact person for all communications regarding the performance of this Contract. The Licensee is required to notify the DOL Contract manager in writing within thirty (30) days of changes to contact information, business mailing address.

7. ALTERATIONS AND AMENDMENTS

This Contract may be amended by written agreement to this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

8. COMPENSATION

This is a non-financial Contract.

9. SAFEGUARDING OF PERSONAL INFORMATION

The Licensee shall not use or disclose Personal Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Licensee agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding Data Security and electronic Data interchange of Personal Information.

The Licensee shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification, or loss. The Licensee shall ensure its directors, officers, employees, or agents use it solely for the purposes as set forth in this Contract. The Licensee agrees not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of DOL or as otherwise authorized by law. The Licensee agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. DOL reserves the rights to monitor, audit, or investigate the use of Personal Information collected, used or acquired by the Licensee through this Contract.

Licensee shall notify DOL immediately of becoming aware of any unauthorized access, use, disclosure, or Breach. Any breach of this clause may result in termination of the Contract, suspension of on-line access accounts, and the demand for return of all Confidential Information.

10. AUDITS

- a) **Audit Requirements:** DOL may require Licensee to undergo Data Security and Permissible Use audits at any time to ensure compliance with state and federal laws, and the terms and conditions of this Contract, particularly if it suspects a Breach or misuse of DOL Data. The Licensee will bear all costs associated with these audits.
- b) **Corrective Action Plans**
Within thirty (30) days after receiving the results of an audit, Licensee must submit a corrective action plan for each violation identified by an audit. For each violation, the corrective action plan must outline the following:
- Steps to be taken to correct the violation; and
 - A timeline for the steps, including the anticipated completion date.

11. DISPUTES

The parties agree that time is of the essence in resolving disputes. In the event a dispute arises under this Contract, it shall be conveyed to the DOL using the following process:

- a) When a bona fide dispute concerning a question of fact arises between DOL and the Licensee and it cannot be resolved, either party may request a dispute hearing with DOL's Contracts Office. The request for a dispute hearing must:
- be in writing; state the disputed issues;
 - state the relative positions of the parties;
 - state the Licensee's name, address, and DOL Contract number;
 - be mailed to the other party's Contract manager within three (3) business days after the parties agree they cannot resolve the dispute; and
 - be mailed to:
- Department of Licensing
Contracts Office
P.O. Box 9047
Olympia WA 98507-9047
- b) The responding party will have five (5) business days to respond in writing to the requesting party's statement. This response will be sent to both the DOL Contracts Office and the requesting party.
- c) The DOL Contracts Office shall review the written statements of the parties and reply in writing to both parties within ten (10) business days. The DOL Contracts Office may extend this period if necessary by notifying the parties.
- d) The decision of DOL's Contracts Office shall be final and conclusive unless, within five (5) business days from the date DOL mailed the decision, the Licensee requests intervention by the Governor, as provided by chapter 43.17 RCW and informs DOL of this decision in writing within five (5) business days of the DOL decision date.
- e) Each party shall be responsible for its own expenses in all dispute-related matters.

12. ORDER OF PRECEDENCE

All rights and obligations of the parties to this Contract shall be subject to and governed by the items listed in this section, which are incorporated herein. In the event of an inconsistency in this Contract, unless otherwise provided in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. This Contract's Terms and Conditions;
3. Attachment A, *Data Security Requirements*;
4. *Data Licensing Statement(s)* issued against this Contract;
5. *Agency Access Request* (425-009), *Employee Access/Change Request* (425-011) and *Appropriate Use Declaration* (425-008); and
6. Any other provisions of the Contract incorporated by reference or otherwise.

13. SECURITY OF DATA

Licensee agrees to comply with the Attachment A, *Data Security Requirements*, as described herein. Licensee shall take due care to protect the Data from unauthorized physical and electronic access as described in this Contract.

14. ACCESS TO DATA

The Data will be provided by DOL using SAW. SAW is considered to have a strong authentication mechanism. SAW adds an additional layer of protection to the DAPS and IHPS Data available via the Internet.

15. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

16. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, either party may suspend or terminate this Contract without advance notice and without penalty. At the sole discretion of DOL this Contract may be subject to renegotiation under any new funding limitations and/or conditions.

17. TERMINATION FOR CONFLICT OF INTEREST

DOL may, by written notice to the Licensee terminate this Contract if it is found after due notice and examination by DOL that there is a violation of the Ethics in Public Service Act, chapter 42.52 RCW; or any similar statute involving the Licensee in the performance under this Contract.

18. TERMINATION FOR CAUSE

Any violation of the restrictions, conditions or requirements contained in this Contract constitutes grounds for DOL to terminate this Contract immediately and without notice.

19. TERMINATION FOR CONVENIENCE

Either party may terminate this Contract by giving written notice to the other party at least fifteen (15) business days before the effective date of termination. Written notice may include, but is not limited to notice provided by United States Postal Service (USPS), email or FAX.

20. TERMINATION OF ACCESS

Each party may at its discretion disqualify an individual authorized by the other party from gaining access to Data in the DAPS or IHPS system. Notice of termination of access will be by written notice and become effective upon receipt by the other party. Termination of access of one individual by either party does not affect other individuals authorized under this Contract.

21. TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of DOL to perform any of its duties under this Contract is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, DOL may terminate this Contract.

22. TERMINATION PROCEDURE

After receipt of a notice of termination, and except as otherwise directed by DOL's Contract manager, the Licensee shall take such action as may be necessary, or as DOL's Contract manager may direct, for the protection and preservation of DOL Data which is in the possession of the Licensee.

23. RECORDS MAINTENANCE

The Licensee shall maintain books, records, documents and Data Security procedures and practices. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by DOL, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract.

The Licensee shall maintain records relating to this Contract and the use of Data described herein. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Licensee is a government agency, and the parties have mutually determined that the Licensee shall adhere to its required retention schedule.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved including any appeals and remands.

Records and other documents, in any medium, furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

The Dispute Board shall review the facts, Contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

24. DATA DISPOSITION

If Licensee is exempt by statute from the Data Disposal requirements in Attachment A, *Data Security Requirements*, Licensee will not be required to comply with Data Disposal requirements. Licensee shall adhere to any required retention schedule. Otherwise, the Licensee will be required to dispose of Data as outlined in Attachment A, *Data Security Requirements*.

25. ASSIGNABILITY

The Licensee shall not assign this Contract, nor any claim arising under this Contract without the prior written consent of DOL, which consent shall not be unreasonably withheld.

26. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of this Contract, the Licensee shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

27. GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

28. INDEMNIFICATION

Each party to this Contract shall indemnify, defend and hold harmless the other party from and against all claims for damages resulting from its own acts and/or omissions and those of its officers, employees and agents arising out of or resulting from the performance of this Contract.

29. LEGAL FEES

Unless otherwise specified by law, in the event of litigation or other action brought to enforce Contract terms, each party shall bear its own legal fees and costs.

30. LIMITATION OF SIGNATURE AUTHORITY

Only DOL's Director or designated delegate by writing shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by DOL's Director or delegate.

31. RELEASE OF INFORMATION TO OTHER THIRD PARTIES

DOL Data will not be shared with any third parties, unless otherwise allowed herein or without prior written approval by DOL.

32. RIGHTS OF INSPECTION

Licensee shall provide right of access to the other party, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Contract. Licensee shall make available information necessary for the other party to comply with an individual's right to access, amend, and receive an accounting of disclosures of their Confidential Information.

33. SEVERABILITY

If any term or condition of this Contract is held invalid, such, invalidity shall not affect the validity of the other terms or conditions of this Contract.

34. SURVIVORSHIP

All transactions executed pursuant to the authority of this Contract shall be bound by all of the terms and conditions set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms and conditions contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

35. WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in a writing signed by an authorized representative of the party and attached to this Contract.

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DATA LICENSING STATEMENT #1 – ACCESS TO DAPS

1. DATA IN DAPS

- DOL will not be liable for any inaccuracy of Data obtained from DAPS.
- DAPS does not provide the optional mailing address for a registered vehicle owner(s). The optional mailing is used to mail notifications to the registered owner(s) of vehicles. DAPS only displays the primary residence address, which is not always the address used for notifications to customers and may be different from the optional mailing address.
- Vehicle address information in DAPS is not intended to be used by courts or government agencies having jurisdiction over standing, stopping, parking violations or other infractions, e.g. automated traffic safety cameras, or automated school bus safety cameras to notify the registered owner(s) of a vehicle related to RCW 46.16A.120. To do so may result in the notification not being delivered to the intended recipient, and is at the risk of the Licensee, not DOL.
- Licensee assumes all liabilities for how DOL Data is used and with any notifications made to the registered owner(s) of a vehicle using Data obtained from DAPS.
- Vehicle Data may contain information that has not been updated for up to forty-eight (48) hours; driver Data may contain information that has not been updated for up to twenty-hour (24) hours.

2. PERMISSIBLE USE OF DATA

The Licensee will limit the use and disclosure of DOL Data provided under this Contract to the following:

- Only for the limited purposes of carrying out activities pursuant to this Contract as described in Licensees *Agency Access Request* (425-009) submitted prior to issuance of this Contract.
- For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Only be disseminated to authorized entities and persons, and used by them only for the purposes set forth herein.

DOL Data may not be used for the following:

- For personal purposes or benefit. Any use of DOL Data for purposes other than to accomplish the Users official job functions is grounds for immediate revocation of User access or termination of this Contract as provided herein.
- Sell or otherwise distribute any DOL Data. All exceptions must be pre-approved in writing by the DOL Contract manager, setting out any limitations or conditions to which the approval is subject. Such written approval must be granted by the DOL prior to the requested use of, or release of, Data that is subject to the exception.

3. ROLES AND RESPONSIBILITIES

Licensee will:

- Take all steps necessary to ensure the application is accessible and used only by authorized Users to accomplish their official job functions.
- Require each employee accessing the DAPS application to register with SAW.
- Have the ability and is responsible to cancel each Users SAW account.
- Ensure that DOL Data will not be shared or re-disclosed.
- Notify DOL in writing of employees who are eligible for access to the DAPS by using the *Access/Change Request* form (425-011) provided by DOL at the DAPS/IHPS website.
<http://www.dol.wa.gov/vehicleregistration/externaldaps.html>.
- Immediately notify DOL in writing of any changes to the access eligibility by using the forms provided by DOL. Update and verify authorized Users list to DOL annually for accuracy and accountability for continued access to DAPS.
- Ensure the Users maintain the confidentiality of DOL Data by:
 - protecting their account numbers and complex passwords;
 - instituting penalties for misuse of Data;
 - ensuring Users are familiar with the provisions of this Contract; and
 - requiring that each User sign Attachment B, *Appropriate Use Declaration* (425-008) and maintain the signed declaration in your office. The form is available at the DAPS/IHPS website:
<http://www.dol.wa.gov/vehicleregistration/externaldaps.html>.

The Licensee's Contract manager will have the authority to authorize Users for access or revocation of access.

DOL will:

- Make the DAPS available for access seven (7) days a week, with the exception of scheduled maintenance, and unforeseen outages.
- Update User access as requested by Licensee's Contract manager.
- Provide support if needed to access DAPS.

4. PROGRAM SUPPORT COMMUNICATIONS

Licensee and User may contact DOL Data Sharing Contracts Unit for DAPS related questions and issues at:

The Program Support for DOL is:
Department of Licensing Data Sharing Contracts Unit PO Box 2076 Olympia, WA 98507-2076 Phone: 360-902-3708 E-Mail: dapscomm@dol.wa.gov Monday - Friday 8:00 a.m. to 5:00 p.m., except state holidays

For questions and issues related to SAW, please contact Washington Technology Solutions (WaTech) at:

Program Support of WaTech is:
Phone: 360-753-2454 (local) 888-241-7597 (long distance) E-Mail: ServiceDesk@watech.wa.gov

DATA LICENSING STATEMENT #2 – ACCESS TO IHPS

1. PERMISSIBLE USE OF DATA

The Licensee will limit the use and disclosure of DOL Data provided under this Contract to the following:

- Only for the limited purposes of carrying out activities pursuant to this Contract as described in Licensees *Agency Access Request* (425-009) submitted prior to issuance of this Contract.
- For court proceedings and to assist the individuals in determining requirements to reinstate their Washington driving privilege. The information shall not be divulged by the Licensee to any third party, except for lists of Failure to Appear (FTA) and/or reinstatement Data and status, which may be divulged to the individual named or his/her attorney.
- For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Only be disseminated to authorized entities and persons, and used by them only for the purposes set forth herein, in accordance with federal and state law, and will not be divulged to any unauthorized third party.

DOL Data may not be used for the following:

- For personal purposes and/or benefit. Any use of DOL Data for purposes other than to accomplish the Users official job functions is grounds for immediate termination of this Contract as provided herein.
- Sell or otherwise distribute any DOL Data. All exceptions must be pre-approved in writing by the DOL Contract manager, setting out any limitations or conditions to which the approval is subject. Such written approval must be granted by the DOL prior to the requested use of, or release of, Data that is subject to the exception.

2. DESCRIPTION OF DATA

This Contract governs the transfer and access to the following:

- Middle Initial Search
- All Failure to Appear (FTA)
- Reinstatement Status
- FTA Adjudications
- Record Status
- Driving History
- Driving Record Abstract

3. ROLES AND RESPONSIBILITIES

Licensee will:

- Take all steps necessary to ensure the application is accessible and used only by authorized Users to accomplish their official job functions.
- Require each employee accessing the IHPS application to register with SAW.
- Have the ability and is responsible to cancel each Users SAW account.
- Ensure that DOL Data will not be shared or re-disclosed.
- Notify DOL in writing of employees who are eligible for access to the IHPS by using the *Access/Change Request* form (425-009) provided by DOL at the IHPS website.
<http://www.dol.wa.gov/vehicleregistration/externaldaps.html>.
- Immediately notify DOL in writing of any changes to the access eligibility by using the forms provided by DOL. Update and verify authorized Users list to DOL annually for accuracy and accountability for continued access to IHPS.
- Ensure the Users maintain the confidentiality of DOL Data by:
 - protecting their account numbers and complex passwords;
 - instituting penalties for misuse of Data;
 - ensuring Users are familiar with the provisions of this Contract; and
 - requiring that each User sign Attachment B, *Appropriate Use Declaration* (425-008) and maintain the signed declaration in your office. The form is available at the DAPS/IHPS website:
<http://www.dol.wa.gov/vehicleregistration/externaldaps.html>.

The Licensee's Contract manager will have the authority to authorize User for access or revocation of access.

DOL will:

- Make the IHPS available for access seven (7) days a week, with the exception of scheduled maintenance, and unforeseen outages.
- Update User access as requested by Licensee's Contract manager.
- Provide support if needed to access IHPS.

5. PROGRAM SUPPORT COMMUNICATIONS

Licensee and User may contact DOL Data Sharing Contracts Unit for IHPS related questions and issues at:

The Program Support for DOL is:
Department of Licensing Data Sharing Contracts Unit PO Box 2076 Olympia, WA 98507-2076 Phone: 360-902-3708 E-Mail: dapscomm@dol.wa.gov Monday - Friday 8:00 a.m. to 5:00 p.m., except state holidays

For questions and issues related to SAW, please contact Washington Technology Solutions (WaTech) at:

The Program Support for SAW is:
WaTech Phone: 360-586-1000 (local) 855-928-3241 (long distance) E-Mail: Servicedesk@watech.wa.gov

**ATTACHMENT A
DATA SECURITY REQUIREMENTS**

DATA SECURITY REQUIREMENTS

1. Data Classification

The classification of the Data shared is considered:

- ☐ Category 1 – Public Information
- ☐ Category 2 – Sensitive Information
- ☐ Category 3 – Confidential Information
- ☒ Category 4 – Confidential Information Requiring Special Handling

Data described in this Contract is assessed to be in the following data classification:

"Category 4 – Confidential Information Requiring Special Handling" as defined by Attachment A, *Data Security Requirements*.

Confidential Information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or this Contract.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

2. Computer Security

Licensee shall maintain the computers that access DOL Data by ensuring the operating system and software are updated and patched regularly, such that they remain secure from known vulnerabilities. Licensee further agrees that the computer device(s) are installed with an Anti-Virus solution and signatures updated frequently.

3. Access Security

Access to the Data will be restricted to authorized Users by requiring a login using a unique User ID and complex password or other authentication mechanism which provides equal or greater security. Passwords must be changed on a periodic basis and the sharing of User ID and passwords is strictly prohibited.

4. Data Storage

Licensee agrees that any and all DOL Data will be stored, processed, and maintained solely on designated computing equipment and that no DOL Data at any time will be processed on or transferred to any portable storage medium.

5. Data Transmission

Licensee agrees that any and all electronic transmission or exchange of system and application data with DOL and/or any other parties expressly designated by DOL shall take place via secure means (e.g., HTTPS or SFTP).

6. Distribution of Data

Licensee shall ensure no DOL Data of any kind shall be transmitted, exchanged, or otherwise passed to other Licensees/vendors or other parties except on a case-by-case basis as specifically agreed to in writing by DOL. Licensee further agrees not to provide screen prints outside their control. Any screen print must be destroyed as referenced in the *Data Disposal* section of these Data Security Requirements.

7. Data Disposal

Unless otherwise specified in this Contract, Licensee agrees that upon termination of this Contract it shall erase, destroy, and render unrecoverable all DOL Data and certify in writing that these actions have been completed within thirty (30) days of the termination of this Contract or within seven (7) days of the request of DOL, whichever shall come first. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88 Guidelines for Media Sanitization.

8. Security Breach Notification

Licensee agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of DOL Data or other event requiring notification. In the event of a Breach of any of Licensee's security obligations, or other event requiring notification under applicable law, Licensee agrees to the following:

- a) Notify DOL by telephone and e-mail of such an event within twenty-four (24) hours of discovery:
DOL Help Desk, phone: (360) 902-0111; email: hlbhelp@dol.wa.gov
- b) Assume responsibility for informing all such individuals in accordance with applicable state and federal laws.
- c) Indemnify, hold harmless and defend DOL and its trustees, officers, and employees from and against any claims, damages, or other harm related to such notification event.
- d) Mitigate the risk of loss and comply with any notification or other requirements imposed by law or DOL.

ATTACHMENT B
APPROPRIATE USE DECLARATION



**Driver and Plate Search (DAPS)
and Internet Query System (IHPS)
Appropriate Use Declaration**

All DAPS/IHPS users must sign this form. Keep a signed copy of this declaration on file in your office—**do not** return it to the Department of Licensing.

DAPS/IHPS users will:

1. Ensure the confidentiality and privacy of the information accessed.
2. Only use the information to accomplish official job duties.

DAPS/IHPS users will not:

1. Share the information with any unauthorized person.
2. Use the information for personal reasons or benefit.

Misuse of DAPS/IHPS information is a felony and is punishable by fine and/or imprisonment. RCW 46.12.640.

I reviewed the Data Licensing Contract with my supervisor and understand the expectations for using DAPS/IHPS.

TYPE or PRINT employee name

X

Employee signature

Date

TYPE or PRINT supervisor name

X

Supervisor signature

Date

This form is available at <http://www.dol.wa.gov/vehicleregistration/externaldaps.html>.

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

7

PROJECT TITLE:

Data Licensing Contract
K5881 with the Department
of Licensing for Driver and
Plate Search and Internet
Hosting Publishing Service

____ Briefing
____ Proposed Action
____ Consent
X Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
____ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Court

Katie Traenkenschuh

425-257-7052

February 8, 2017

Initialed by:

Department Head

CAA

Council President

dlb
ST

Location**Preceding Action****Attachments**

Contract

Department(s) Approval

Court

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

This contract authorizes the Everett Municipal Court to receive access to Department of Licensing (DOL) data through its Driver and Plate Search (DAPS) and/or Internet Hosting Publishing Services (IHPS) systems for parking ticket issues and court proceedings. The contract continues through April 30, 2022 at no cost to the City. The Court has contracted with DOL to obtain this data since 2006.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Data Licensing Contract K5881 with the Department of Licensing for Driver and Plate Search and Internet Hosting Publishing Service, at no cost to the City.

*Council approved
2-8-17
H.P.*